

IN THE MATTER OF:

SCIENTIFIC CHEMICAL PROCESSING SITE  
CARLSTADT, NEW JERSEY

Proceeding under Section 122(g)(4)  
of the Comprehensive Environmental  
Response, Compensation and  
Liability Act of 1980, as amended,  
42 U.S.C. 9622(g)(4)

ADMINISTRATIVE ORDER  
ON CONSENT

Index No.  
II-CERCLA-97-0106

### I. JURISDICTION

1. This Administrative Order on Consent ("Consent Order") is issued pursuant to the authority vested in the President of the United States by Section 122(g)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(g)(4), to reach settlements in actions under Section 106 or 107(a) of CERCLA, 42 U.S.C. §§ 9606 or 9607(A). The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency ("EPA") by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987), and further delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-E (issued Sept. 13, 1987, amended by memoranda dated June 17, 1988 and May 19, 1995).

2. This Consent Order is issued to the persons, corporations, or other entities identified in Appendix A (hereinafter "Respondents"). This Consent Order concerns the reimbursement of a portion of EPA's past costs for response actions undertaken at the Site and the contribution of Respondents toward the costs of the response actions that will be conducted in connection with the Scientific Chemical Processing Site (the "Site") located in Carlstadt, Bergen County, New Jersey.

3. Each Respondent agrees to undertake all actions required by the terms and conditions of this Consent Order. This Consent Order was negotiated and executed by EPA and Respondents in good faith to avoid the expense and delay of litigation over the matters addressed by this Consent Order. Each Respondent further consents to and will not contest EPA's jurisdiction to issue this Consent Order or to implement or enforce its terms.

4. EPA and Respondents agree that the actions undertaken by Respondents in accordance with this Consent Order do not constitute an admission of liability by any Respondent. Respondents do not admit, and retain the right to controvert in any subsequent proceedings (brought by EPA or any other person, individual or entity) other than proceedings to implement or enforce this Consent Order, the validity of the Statement of Facts or Determinations contained in Sections IV and V, respectively, of this Consent Order.

## II. PARTIES BOUND AND STATEMENT OF PURPOSE

5. This Consent Order shall apply to and be binding upon EPA and upon each Respondent and its successors and assigns. Each signatory to this Consent Order certifies that he or she is fully and legally authorized to enter into the terms and conditions of this Consent Order and to execute and bind legally the party represented by him or her. Any change in ownership or corporate status of a Respondent, including any transfer of assets or real or personal property, shall in no way alter such Respondent's payment responsibilities under this Consent Order.

6. By entering into this Consent Order, the mutual objectives of the Parties are:

a. to reach a final settlement among the Parties with respect to the Site pursuant to Section 122(g) of CERCLA, 42 U.S.C. § 9622(g), that allows Respondents to make a cash payment, including a premium, with a limited cost reopener if Total Site Response Costs exceed a specified amount, to resolve their alleged civil liability under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, for injunctive relief with regard to the Site and for Total Site Response Costs incurred and to be incurred at or in connection with the Site, thereby reducing litigation relating to the Site;

b. to simplify any remaining administrative and judicial enforcement activities concerning the Site by eliminating a substantial number of potentially responsible parties from further involvement at the Site; and

c. to obtain settlement with Respondents for their fair share of Total Site Response Costs incurred and to be incurred at or in connection with the Site, and to provide for full and complete contribution protection for Respondents with regard to Total Site Response Costs incurred and to be incurred at or in connection with the Site pursuant to Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5).

### III. DEFINITIONS

7. Unless otherwise expressly provided herein, terms used in this Consent Order that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in the statute or regulations. Whenever the terms listed below are used in this order, including the attached appendices, the following definitions shall apply:

a. CERCLA shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq.

b. Consent Order shall mean this Administrative Order on Consent and all appendices attached thereto. In the event of a conflict between this Order and any appendix, this Consent Order shall control.

c. Day shall mean a calendar day. In computing any period of time under this Consent Order, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. EPA shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities.

e. EPA Hazardous Substance Superfund shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

f. Hazardous substances shall mean any substance that falls within the definition of a "hazardous substance" in CERCLA § 101 (14).

g. Inmar shall mean Inmar Associates, Inc., a corporation formed in the State of New Jersey on or about May 31, 1969 with Marvin H. Mahan as President and which has its principal place of business at 200 Centennial Avenue, Suite 203, Piscataway, New Jersey 08854.

h. Interest shall mean interest at the current rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

i. National Contingency Plan or NCP shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated by EPA pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, at 40 C.F.R. Part 300, and all amendments or modifications thereto.

j. Next ROD shall mean the next Record of Decision issued by EPA selecting remedial action(s) for the Site that is issued after the Record of Decision for the Interim Remedy.

k. Non De Minimis Cooperating PRPs shall mean the group of non de minimis potentially responsible parties ("PRPs"), if any, that agree to perform the remedial action(s) for the Site selected in the next ROD pursuant to a Consent Decree entered by the United States District Court for the District of New Jersey.

l. Paragraph shall mean a portion of this Consent order identified by an Arabic numeral.

m. Parties shall mean EPA and the Respondents.

n. Pollutant or contaminant shall have the meaning of that term as defined in Section 101(33) of CERCLA, 42 U.S.C. § 9601(33).

o. Respondents shall mean those persons, corporations, or other entities listed in Appendix A.

p. Response costs shall mean costs of "response" as that term is defined by Section 101(25) of CERCLA, 42 U.S.C. § 9601(25).

q. ROD shall mean a Record of Decision signed by the Regional Administrator of EPA - Region II selecting remedial action(s) for the Site.

r. SCP shall mean Scientific Chemical Processing, Inc., a corporation formed in the State of Delaware on or about December 10, 1970 with Leif Sigmond as President.

s. SCTC shall mean the Scientific Chemical Treatment Company, Inc., a corporation originally formed in the State of Delaware on or about November 4, 1965, with Marvin H. Mahan as President and Robert J. Meagher as Secretary/Treasurer; on or about February 11, 1966, SCTC registered in the State of New Jersey with the same corporate officers and with its principal place of business at 60 Prince Street, Elizabeth, New Jersey. SCTC became Scientific Inc., a Delaware corporation, on or about March 7, 1972 with a principal place of business at Meadow Road, Box 1403, Edison, New Jersey.

t. Scientific shall mean Scientific, Inc., the corporation formed by name change of SCTC on or about March 7, 1972. Scientific Inc. changed its name to Transtech Industries, Inc. on or about June 17, 1986 with a principal place of business at 25 Chambers Brook Road, Branchburg, New Jersey.

u. Section shall mean a portion of this Consent Order identified by a Roman numeral.

v. The Site shall mean the real property (and all structures, soil, liquids, solids, sludges and containers thereon) which is approximately 5.9 acres in size and which has a street address of 216 Paterson Plank Road, Carlstadt, New Jersey, and which occupies Lots 1, 2, 3, 4, and 5 in block 124 on the Tax Map for the Borough of Carlstadt, Bergen County, New Jersey. The Site shall also mean any area located outside the legal boundaries of the lots identified above, into which hazardous substances have migrated from any or all of Lots 1 through 5, identified above.

w. Special Account shall mean a sub-account established within the Hazardous Substance Superfund Trust Fund which allows EPA to maintain and administer cashout settlement funds on a site-specific basis.

x. Total Site Response Costs, for purposes of this Consent Order only, shall mean the past response costs that have been incurred by EPA and/or private parties at or in connection with the Site and the further response costs to be incurred by EPA and/or private parties for further response actions at or in connection with the Site.

y. United States shall mean the United States of America, its agencies, departments, and instrumentalities.

z. Waste Material shall mean (1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); and (2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); and (3) any mixture containing any hazardous substance at any concentration.

#### IV. STATEMENT OF FACTS

8. The Site is bordered by Peach Island Creek, on the northeast, by Paterson Plank Road on the southwest, by Gotham Parkway on the northwest and by a commercial establishment on the southeast. A residence is located approximately one mile from the Site.

9. Peach Island Creek is a tidal waterway. Some of the area in the vicinity of the Site contains natural tidal wetlands. The area in the immediate vicinity of the Site was formerly wetlands. The Site is located within the flood plain of Peach Island Creek.

10. Workers, commuters and other members of the general public frequently use Paterson Plank Road and Gotham Parkway which adjoin the Site.

11. The area in the vicinity of the Site is currently zoned for light industrial uses by the Hackensack Meadowlands Development Commission. Active commercial facilities are located

in the immediate vicinity of the Site. The existing land use classification for the Site and the land in the vicinity of the Site would also allow hotels and restaurants to operate in the area.

12. The following three aquifers exist beneath the surface of the Site: the water table aquifer, the till aquifer and the bedrock aquifer. The water table aquifer is located one to two feet beneath the surface of the Site. The elevation of this aquifer is approximately three feet above the mean elevation of Peach Island Creek which adjoins the Site. The bedrock aquifer lies beneath the till aquifer. These two aquifers are hydraulically connected. Municipalities in the area use the bedrock aquifer as a source of public water supply. A number of commercial establishments also draw waters from the bedrock aquifer for various purposes.

13. Inmar or one or more of its predecessor corporation(s), including Sparrow Realty, Inc. and Inmar Realty, Inc., held title to some or all of the Site during the late 1960s and throughout the 1970s. Inmar is the owner of record and holds title to the Site at present.

14. In 1965, SCTC was incorporated in the State of Delaware. In 1966, SCTC registered in the State of New Jersey for the stated purposes of dealing in chemicals and their byproducts and acquiring, treating and disposing of waste of every kind and nature through every method and means whatever.

15. During the late 1960s, SCTC operated an industrial waste handling, treatment, and disposal enterprise at the Site. During the course of its business, SCTC received, handled, treated, stored and disposed of a wide variety of industrial and chemical wastes, including hazardous substances, pollutants and contaminants, at the Site.

16. On or about October 1970, SCTC ceased its waste operations at the Site.

17. On or about October 1970, SCP acquired the assets and equipment of SCTC at the Site. About this time, SCP also executed a lease with Inmar to occupy the Site. Thereafter, SCP continued waste handling, storage, treatment and disposal operations at the Site. These operations were the same or similar to those of SCTC, its predecessor at the Site.

18. Throughout the 1970s, SCP handled, treated, stored and disposed of a wide spectrum of industrial wastes at the Site. These wastes included liquids, solids and sludges containing solvents, Polychlorinated Biphenyls ("PCBs"), metals, base neutrals, volatile organic compounds ("VOCs") and numerous other hazardous substances, pollutants or contaminants from industrial processes. During these operations, many hazardous substances



were released directly onto the soil at the Site and migrated into the underlying aquifers and into Peach Island Creek.

19. In the normal course of its operations, SCP picked up a variety of liquids, solids, sludges and other industrial waste products from customers located in New York, New Jersey, Pennsylvania, Delaware, and Connecticut, in bulk using tanker trucks, in drums or other containers and by other means. SCP routinely transported the liquids, solids and sludges which it received from its customers to the Site.

20. Many of the wastes and other materials handled and disposed of at the Site, or referred to above, are hazardous substances within the definition of Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

21. SCP ceased operations at the Site about 1980.

22. On or about March 7, 1972, SCTC caused its corporate name to be changed from the Scientific Chemical Treatment Company, Inc. to Scientific, Inc.

23. On or about June 17, 1986, Scientific, Inc. caused its corporate name to be changed from Scientific, Inc. to Transtech Industries, Inc.

24. On September 1, 1983, the Site was listed on the National Priorities List ("NPL") 40 CFR Part 300, Appendix B, which was issued pursuant to Section 105(a)(8)(B) of CERCLA, 42 U.S.C. § 9605(a)(8)(B).

25. At various times before and after its listing on the NPL, EPA undertook studies at or relating to the Site. A group of potentially responsible parties ("PRP(s)") also undertook studies relating to the Site pursuant to a Consent Order and Unilateral Order, as noted below. The results of those studies revealed that numerous hazardous substances, pollutants and contaminants exist in the soils and groundwater at the Site and in the water column and sediment in Peach Island Creek.

26. On September 30, 1985, EPA and a group of one hundred and eight PRPs entered into an Administrative Order on Consent (Index No. II-CERCLA-50114) for the performance of a Remedial Investigation/ Feasibility Study ("RI/FS") at the Site under EPA's oversight. Each of the Respondents represents that it has paid monies towards the performance of the RI/FS.

27. On October 23, 1985, a group of thirty-one PRPs were issued a Unilateral Order (Index No. II-CERCLA-60102) which mandated that they fully participate in the efforts of, and cooperate with, those parties who entered the Administrative Order on Consent (Index No. II-CERCLA-50114) with EPA for performance of the RI/FS.

28. On October 23, 1985, EPA issued an Administrative Order (Index No. II CERCLA-50115) to Inmar, which mandated that Inmar conduct certain response actions at the Site, including removal and proper disposal of tanks containing hazardous substances. Inmar failed to comply with the terms of that Administrative order.

29. On January 14, 1987, the United States filed a complaint against Inmar (Civil Action No. 87-144) in the U.S. District Court in Newark, New Jersey seeking reimbursements from Inmar of EPA's response costs relating to Administrative Order (Index No. II CERCLA-50115) and civil penalties for Inmar's failure to comply with the terms of that Administrative Order.

30. On May 2, 1988, a Consent Decree was entered in the U.S. District Court in Newark, New Jersey settling the Inmar action (Civil Action No. 87-144). By its terms, Inmar was required to pay the government \$545,000, including more than \$300,000 in civil penalties pursuant to CERCLA § 106(b).

31. On September 14, 1990, EPA issued the ROD for the Interim Remedy for the Site. The Interim Remedy includes, but is not limited to, the installation of a slurry wall, the installation of a groundwater collection and extraction system, transportation of all extracted groundwater to off-site facilities for treatment and/or disposal and operation and maintenance of the Interim Remedy.

32. On September 28, 1990, EPA issued Administrative Order (Index No. II CERCLA-00116) to a group of 43 PRPs to perform the Interim Remedy at the Site. The Interim Remedy at the Site is being implemented pursuant to the Administrative Order (Index No. II CERCLA-00116) by a group of PRPs. Each of the Respondents represents that it has paid monies toward the implementation of the Interim Remedy.

33. As a result of the release or threatened release of hazardous substances at the Site, the selection of further response actions for the Site is anticipated.

34. Each Respondent listed on Appendix A of this Consent Order arranged for disposal or treatment, or arranged with a transporter for disposal or treatment, of a hazardous substance owned or possessed by such Respondent at the Site, or accepted a hazardous substance for transport to the Site.

35. EPA has incurred and continues to incur response costs in responding to the release or threat of release of hazardous substances at or in connection with the Site. Response costs include direct and indirect costs that the United States incurs in performing work in connection with the Site or in overseeing or reviewing work performed by others, and otherwise taking enforcement action in connection with the Site, and includes, but is not limited to, payroll costs, contractor costs, travel costs,



laboratory costs, and all other costs, plus interest on all costs.

36. As of June 5, 1995, EPA has incurred at least \$2,300,278.11 in past response costs in connection with the Site.

37. Based upon the information obtained during the course of the RI/FS to date, EPA presently expects that any remedial action(s) selected in further ROD(s) will address contamination in site media including sediments, soils, and groundwater.

38. In evaluating the settlement embodied in this Consent Order, EPA has considered the potential costs of remediating contamination at or in connection with the Site taking into account the uncertainties as to the nature of such actions and risks associated therewith.

39. For the purposes of this Consent Order, the estimate of the total amount of Waste Materials containing hazardous substances that were contributed to the Site ("total waste-in estimate") is 25,186,510 gallons.

40. Information currently known to EPA indicates that the amount of Waste Materials containing hazardous substances contributed to the Site by each Respondent does not exceed 50,000 gallons and that the toxic or other hazardous effects of the substances contributed by each Respondent to the Site do not contribute disproportionately to the cumulative toxic or other hazardous effects of the hazardous substances at the Site. A listing of the volume of Waste Materials containing hazardous substances contributed to the Site by each Respondent, as certified by each Respondent, and of either (a) the general nature of the hazardous substances contributed to the Site by each Respondent or (b) the type(s) of Waste Materials generated by each Respondent during the time period that the Respondent's Waste Materials were taken to the Site, as well as the total waste-in estimate, is attached hereto as Appendix B (SCP Carlstadt De Minimis Waste Allocation) and is incorporated by reference.

41. For the purposes of this Consent Order, Total Site Response Costs is estimated to be \$100 million. The payment required to be made by each Respondent pursuant to this Consent Order is a minor portion of the Total Site Response Costs at the Site.

#### V. DETERMINATION

42. Based upon the Statement of Facts set forth above and on the administrative record for this Site, EPA has determined that:

a. The Site is a "facility" as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

b. Each Respondent is a "person" as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

c. Each Respondent is a "potentially responsible party" within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

d. There has been an actual or threatened "release," as that term is defined in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22), from the Site. The actual or threatened "release" caused the incurrence of response costs.

e. Prompt settlement with the Respondents is practicable and in the public interest within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

f. This Consent Order involves only a minor portion of the response costs at the Site with respect to each Respondent within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

g. The amount of hazardous substances contributed to the Site by each Respondent and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Respondent are minimal in comparison to other hazardous substances at the Site within the meaning of Section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A).

## VI. ORDER

43. Based upon the administrative record for this Site and the Statement of Facts and Determinations set forth above, and in consideration of the promises and covenants set forth herein, and intending to be legally bound, EPA and Respondents agree, and EPA hereby orders, as follows:

## VII. PAYMENT

44. a. Within thirty (30) days of the effective date of this Consent Order, each Respondent shall remit to EPA the amount for that Respondent as set forth in Appendix C (List of Payment by Each De Minimis Respondent for EPA Past Response Costs) incorporated herein by reference, by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." Each check shall reference the Site name, the EPA Region and Site ID Number NJD070565403, the name and address of Respondent, and the EPA

Index Number of this Consent Order, and shall be sent to the following address:

EPA Region II  
Attn: Superfund Accounting  
P. O. Box 360188M  
Pittsburgh, Pennsylvania 15251

b. Each Respondent shall simultaneously send a copy of each of its checks to:

Damaris Urdaz Cristiano  
Assistant Regional Counsel  
Office of Regional Counsel  
U.S. Environmental Protection Agency, Region II  
290 Broadway  
New York, NY 10007-1866

45. a. Prior to the effective date of this Consent Order, Respondents shall present for approval to EPA a proposed trust agreement for the establishment of the SCP Carlstadt De Minimis Trust Fund ("Trust Fund") to receive the payments to be made pursuant to this Consent Order as listed in Appendix D (List of Payment of Each De Minimis Respondent for Future Remedial Action Costs) and Appendix E (Structured Settlement Terms for Certain Respondents). Within ten (10) days of the effective date of this Consent Order, Respondents shall enter into a trust agreement, in accordance with terms acceptable to EPA, establishing the Trust Fund and provide a copy of the executed trust agreement (the "Trust Agreement") to EPA. By signing this Consent Order, each Respondent agrees to execute the trust agreement.

b. 1. The Trust Agreement shall confer upon a trustee ("Trustee") all powers and authorities necessary to accomplish the purposes of the Trust. The person appointed as Trustee shall be acceptable to EPA. The Trustee shall act as a fiduciary to invest and disburse the funds paid into and interest accrued in the Trust Fund in accordance with this Consent Order and the Trust Agreement.

2. The Trust Agreement shall provide that the Trustee shall submit to the jurisdiction and venue of the United States District Court for the District of New Jersey in connection with any litigation arising out of the Trust Agreement.

3. The Trust Agreement shall provide that the monies paid into the Trust Fund shall be held in an account in a federally insured financial institution which agrees to submit to the jurisdiction and venue of the United States District Court for the District of New Jersey in connection with any litigation arising out of the Trust Agreement.

4. The Trust Agreement shall provide that the funds shall be invested in an account which earns interest at commercially reasonable rates, and such interest shall be added to the account.



All sums in the account, including interest, shall be used only in accordance with the provisions in subparagraph 45.d. below, and to pay the reasonable and necessary expenses and fees of maintaining the account.

5. The Trust Agreement shall provide that the Trustee shall submit written quarterly financial reports on the Trust Fund to a representative of the Respondents and to EPA.

6. Any risk of loss of monies paid into the Trust Fund shall be borne by the Respondents.

7. The Trust Agreement may not be modified without the written approval of EPA.

8. The Respondents shall maintain the Trust Fund in accordance with the terms of the Trust Agreement unless and until all funds paid into and interest accrued in the Trust Fund have been distributed and the Trust Agreement is terminated in accordance with its terms.

9. All requirements of the Consent Order regarding the Trust Agreement shall be incorporated into the Trust Agreement.

c. Within thirty (30) days of the effective date of this Consent Order, each of the Respondents, except for Environmental Waste Resources, Inc. and Novick Chemical Co., Inc., shall remit to the Trustee for placement in the Trust Fund the amount set forth in Appendix D for that Respondent. Environmental Waste Resources, Inc. and Novick Chemical Co., Inc. shall each make payments in accordance with the terms of Appendix E (Structured Settlement Terms for Certain Respondents), in addition to the payment each is to make pursuant to Paragraph 44. Each Respondent shall send a copy of its check(s) remitted to the Trustee to the EPA Region II SCP Carlstadt Site Attorney at the address set forth in Paragraph 44.b.

d. Monies paid into the Trust Fund shall be distributed as follows:

1. (A) If, within eighteen (18) months after the issuance of the next ROD for the Site or within any time period extension determined by EPA in writing pursuant to subparagraph 45.d.1.(B) below, a Consent Decree is entered by the United States District Court for the District of New Jersey for the performance of the remedial actions selected by EPA in the next ROD by Non De Minimis Cooperating PRPs, the Trustee shall disburse monies accrued in the Trust Fund to the Non De Minimis Cooperating PRPs, subject to the requirements in subparagraph 45.d.1.(C) below.

(B) If EPA determines that good faith negotiations for the entry of a Consent Decree for the performance of the remedial actions selected by EPA in the next ROD by Non De Minimis Cooperating PRPs are ongoing at the end of the eighteen (18) month period referred to in subparagraph 45.d.1.(A) above, EPA may



extend in writing the eighteen (18) month period referred to therein for a period(s) to be specified by EPA in writing. Any determination by EPA regarding whether to extend the eighteen (18) month time period, the duration of any extension(s), or whether good faith negotiations are ongoing shall be in EPA's sole and unreviewable discretion.

(C) The Trust Agreement shall provide that, prior to any disbursement to the Non De Minimis Cooperating PRPs, (a) the Non De Minimis Cooperating PRPs shall submit a request for reimbursement to the Trustee, with a copy to EPA, certified by a duly authorized officer or agent of the Non De Minimis Cooperating PRPs, which includes a description of the remedial work at the Site performed that is the subject of the request, a cost summary for that work, and a statement that the work was performed in accordance with CERCLA, the NCP, and the Consent Decree, and (b) the Trustee shall obtain EPA's concurrence that the described work was performed by the Non De Minimis Cooperating PRPs in accordance with CERCLA, the NCP, and the Consent Decree and that the cost summary represents the costs of the described work. The Trustee shall not disburse any funds to the Non De Minimis Cooperating PRPs until after the completion of the Remedial Design for the remedial actions selected by EPA in the next ROD. If monies remain in the Trust Fund following the first disbursement, the Trustee shall not disburse the remaining funds to the Non De Minimis Cooperating PRPs until after the completion of the Remedial Construction for the remedial actions selected by EPA in the next ROD.

2. If a Consent Decree is not entered within eighteen (18) months after the issuance of the next ROD providing for the performance of the remedial actions selected in that ROD by Non De Minimis Cooperating PRPs or within any time period extension(s) determined by EPA in writing pursuant to subparagraph 45.d.1.(B), the Trustee shall pay all monies in the Trust Fund within eighteen (18) months and twenty (20) days of the date of issuance of the next ROD, or within twenty (20) days of the expiration of any time extension(s) determined by EPA in writing pursuant to subparagraph 45.d.1.(B), to the EPA Hazardous Substance Superfund, in accordance with instructions to be provided by EPA, for placement into a Special Account for the Site.

e. The Trust Fund may not be used to pay any Stipulated Penalties that may be required to be paid pursuant to this Consent Order or any Consent Decree entered into for the performance of remedial actions selected in the next ROD by Non De Minimis Cooperating PRPs and shall not be used to pay attorneys' fees or other litigation costs of the Respondents or any Non De Minimis Cooperating PRPs.

f. Nothing in the Trust Agreement shall affect the Respondents' responsibility for compliance with this Consent Order. Respondents shall provide EPA with written notice at least ten (10) days in advance of any proposed change in the Trust Agreement or of the trustee. EPA, through its approval of the terms and conditions



of the Trust Agreement, or otherwise, does not guarantee the monetary sufficiency of the Trust Fund or the legal sufficiency of the Trust Agreement.

46. The sum of each Respondent's payments pursuant to Paragraphs 44. and 45.c. above includes an amount for: a) past response costs incurred by EPA at or in connection with the Site; b) projected future response costs to be incurred at or in connection with the Site; and c) a premium to cover risks and uncertainties associated with this settlement, including but not limited to the risk that actual Total Site Response Costs will exceed by up to \$100 million the Total Site Response Costs estimate of \$100 million upon which Respondents' payments are based, but not including the risk that actual Total Site Response Costs will exceed \$200 million.

#### VIII. FAILURE TO MAKE PAYMENT

47. If any Respondent fails to make full payment within the times required by Paragraphs 44. and 45.c., that Respondent shall pay Interest on the unpaid balance. In addition, if any Respondent fails to make full payment as required by Paragraphs 44 and 45.c., the United States may, in addition to any other remedies or sanctions available to EPA, bring an action against that Respondent seeking injunctive relief to compel payment and/or seeking civil penalties under Section 122(1) of CERCLA, 42 U.S.C. § 9622(1), for failure to make timely payment.

#### IX. CERTIFICATION OF RESPONDENTS

48. By signing this Consent Order, each Respondent certifies, individually, to the best of its knowledge and belief, the following:

a. Respondent conducted a thorough, comprehensive, good faith search for documents, and has fully and accurately provided to EPA all information currently in its possession, or in the possession of its officers, directors, employees, contractors, agents, or assigns, that relates in any way to the ownership, operation, or control of the Site, or to the ownership, possession, generation, treatment, transportation, storage, or disposal of any Waste Material(s) at or in connection with the Site;

b. Respondent has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents, or other information relating to its potential liability regarding the Site after notification of potential liability or the filing of a suit against it regarding the Site;

c. Respondent has fully complied with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e);



d. Respondent has had the opportunity to review information made available by EPA regarding the Site including, where applicable, and without limitation, copies of entries in ledgers maintained by the Site operator, copies of receipts or other written documentation between Respondent and the Site operator, and transcripts of sworn statements by the Site operator or information provided by a transporter;

e. The amount of Waste Materials containing hazardous substances that Respondent arranged for disposal at the Site, or otherwise contributed to the Site, does not exceed the number of gallons of Waste Materials containing hazardous substances that are listed in Appendix B for the Respondent; and neither the information provided to EPA by Respondent referred to in Paragraph 48.a. or the information made available by EPA to Respondent referred to in Paragraph 48.d. indicates that Respondent arranged for disposal, or otherwise contributed to the Site, an amount of Waste Materials containing hazardous substances that is greater than the number of gallons of Waste Materials containing hazardous substances listed in Appendix B for the Respondent.

f. Respondent did not arrange for disposal at the Site, or otherwise contribute to the Site, Waste Materials containing hazardous substances that possess more toxic or other hazardous effects than the types of Waste Materials containing hazardous substances identified in Appendix B for the Respondent, in the information provided to EPA by Respondent referred to in Paragraph 48.a., and/or in the information made available by EPA to Respondent referred to in Paragraph 48.d.

#### X. COVENANTS NOT TO SUE BY UNITED STATES

49. In consideration of the payments that will be made by Respondents pursuant to section VII of this Consent Order, and except as specifically provided in Section XI (Reservation of Rights by United States) the United States covenants not to sue or to take administrative action against any of the Respondents pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606, 9607(a), relating to the Site. With respect to present and future liability, this covenant not to sue shall take effect for each Respondent upon receipt of that Respondent's payments as required by Section VII of this Consent Order. With respect to each Respondent, individually, this covenant not to sue is conditioned upon: a) the satisfactory performance by Respondent of all obligations under this Consent Order, including the complete satisfaction by the Respondent of its payment obligations under this Consent Order; and b) the veracity of the information provided to EPA by Respondent relating to Respondent's involvement with the Site. These covenants not to sue extend only to Respondents and do not extend to any other person.



## XI. RESERVATION OF RIGHTS

50. The covenants not to sue by the United States set forth above in Paragraph 49 do not pertain to any matters other than those expressly specified in Paragraph 49. The United States reserves, and this Consent Order is without prejudice to, all rights against Respondents with respect to all other matters, including, but not limited to, the following:

a. liability for failure to meet a requirement of this Consent Order, including claims based on a failure to make the payments required by Section VII of this Consent Order;

b. liability arising out of any future arrangement for disposal or treatment of a hazardous substance, pollutant or contaminant at the Site after the effective date of this Consent Order;

c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments, relating to the Site; and

d. criminal liability.

51. Notwithstanding any other provision in this Consent Order, the United States reserves, and this Consent Order is without prejudice to, the right to institute judicial or administrative proceedings against any individual Respondent seeking to compel that Respondent to perform response actions relating to the Site, and/or to reimburse the United States for additional costs of response, if:

a. information is discovered that indicates that such Respondent no longer qualifies as a de minimis party at the Site because such party contributed Waste Materials containing hazardous substances to the Site in excess of 50,000 gallons or contributed hazardous substances to the Site which are either significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site, or both; or

b. information is discovered that indicates that such Respondent contributed an amount of Waste Materials containing hazardous substances to the Site that exceeds the number of gallons of Waste Materials containing hazardous substances listed in Appendix B for such Respondent by more than 10%. However, the United States' reservation pursuant to this subparagraph 51.b. is limited to reserving the right to seek, in the event such information is discovered, an additional payment from Respondent that reflects the difference between (A) the amount that would have been payable by Respondent based on the amount of Waste Materials containing hazardous substances that the newly discovered information, in combination with previously known information, indicates Respondent contributed to the Site and (B) the amount actually paid by Respondent based on the amount of Waste Materials containing hazardous substances listed in Appendix B for such Respondent; or

c. Total Site Response Costs incurred by EPA and/or private parties at or in connection with the Site exceed \$200 million. However, the United States' reservation pursuant to this subparagraph 51.c. is limited to reserving the right to seek, in the event Total Site Response Costs exceed \$200 million, an additional payment by each Respondent in an amount equal to the percentage that each Respondent's waste-in allocation listed in Appendix B bears to the total waste-in estimate listed in Appendix B, multiplied by the amount of the Total Site Response Costs in excess of \$200 million.

52. Nothing in this Consent Order is intended as a release or covenant not to sue for any entity not a signatory to this Consent Order, and the United States expressly reserves its rights to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States, including EPA, may have against any person, firm, corporation or other entity not a signatory to this Consent Order. Nothing in this Consent order shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Consent Order.

## XII. COVENANTS BY RESPONDENTS

53. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States, its agencies, officers, representatives, contractors or employees with respect to the Site or this Consent Order including, but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507), based on CERCLA Sections 106(b)(2), 107, 111, 112, or 113, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claims arising out of response activities at the Site; and

c. any claim against the United States under CERCLA Sections 107 and 113, 42 U.S.C. §§ 9607, 9613, relating to the Site.

54. Respondents covenant not to sue and agree not to assert any claims or causes of action against each other with regard to the Site pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613.

## XIII. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

55. Nothing in this Consent Order shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Order. The United States and Respondents each expressly reserve any and all rights (including,



but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

56. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Respondents shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant action; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue included in Paragraph 49.

57. a. The Parties agree that each Respondent is entitled to protection from contribution actions or claims as provided by CERCLA Sections 113(f)(2) and 122(g)(5), 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), for "matters addressed" in this Consent Order, except as set forth in subparagraph 57.b. below. The "matters addressed" in this Consent Order, for purposes of the preceding sentence, are the Total Site Response Costs and the response actions for which those costs have been incurred or are to be incurred. Such protection with respect to each Respondent is conditional upon that Respondent's compliance with the requirements of this Consent Order.

b. If the Total Site Response Costs exceed \$200 million and the Non De Minimis Cooperating PRPs (if any) are incurring response costs in excess of the aforesaid \$200 million for the performance of response actions relating to the SCP Carlstadt Site consistent with the National Contingency Plan, such Non De Minimis Cooperating PRPs may seek an additional payment by each Respondent in an amount equal to the percentage that each Respondent's waste-in allocation bears to the total waste-in estimate, multiplied by the amount of the Total Site Response Costs in excess of \$200 million incurred by such Non De Minimis Cooperating PRPs; provided that EPA and any such Non De Minimis Cooperating PRPs are not entitled to both recover for the same costs that are a component of Total Site Response Costs in excess of \$200 million.

#### XIV. CLAIMS AGAINST THE FUND

58. Nothing in this Consent Order shall be deemed to constitute preauthorization or approval of a CERCLA claim within the meaning of Sections 111 or 112 of CERCLA, 42 U.S.C. §§ 9611 or 9612, or 40 C.F.R. § 300.700(d).

#### XV. INTEGRATION/APPENDICES

59. This Consent Order and its appendices constitute the final, complete and exclusive agreement and understanding among the

Parties with respect to the settlement embodied in this Consent Order. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Order.. The following appendices are attached to and incorporated into this Consent Order:

"Appendix A" is the List of Respondents.

"Appendix B" is the SCP Carlstadt De Minimis Waste Allocation regarding the Respondents.

"Appendix C" is the List of Payment by Each De Minimis Respondent for EPA Past Response Costs.

"Appendix D" is the List of Payment by Each De Minimis Respondent for Future Remedial Action Costs.

"Appendix E" is the Structured Settlement Terms for Certain Respondents.

#### XVI. OPPORTUNITY FOR PUBLIC COMMENT

60. This de minimis Consent Order shall be subject to a 30-day public comment period pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. § 9622(i)(3), EPA may withdraw or withhold its consent to this Consent Order if comments received disclose facts or considerations that indicate that this Consent Order is inappropriate, improper, or inadequate.

#### XV. ATTORNEY GENERAL APPROVAL

61. The Attorney General or her designee has approved the settlement embodied in this Consent Order in accordance with Section 122(g)(4) of CERCLA, 42 U.S.C. § 9622(g)(4).

#### XVI. EFFECTIVE DATE

62. The effective date of this Consent Order shall be the date upon which EPA issues written notice to Respondents that the public comment period pursuant to Paragraph 60 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Consent Order.

## APPENDIX A

### LIST OF RESPONDENTS

Akzo Nobel Chemicals, Inc. (Interstab Chemical)  
Alcoa (Aluminum Company of America)  
Amerace Corporation (The Penetone Company)  
American National Can Co.  
American Flange & Manufacturing Co.  
American Inks & Coatings Corp.  
Armco (U.S. Polymeric)  
Bowen Engineering, Inc. (Stork Bowen)  
CanadianOxy Offshore Production Company (Cities Services Oil Co.)  
Capital Magnetics Products  
Conestoga Fuel, Inc.  
Converters Ink Co., Inc.  
CWM Chemical Services Inc. (Recycling Industries)  
Duracell Inc. (Mallory Battery)  
Environmental Waste Resources, Inc. (Environmental Waste Removal)  
Ell Bee Chemical Co.  
Engelhard Corp. Specialties  
Esselte Pendaflex  
Faberge  
Fairchild Semiconductor, Inc.  
Georgia Pacific Corp. (X-Cel)  
Gilbert Spruance Co.  
GTE Operations Support Incorporated (GTE Sylvania)  
IBM Corporation  
Inland Steel Container Company  
J.M. Huber Corporation  
J. Josephson Inc.  
Kewanee Industries, Inc.  
Kraft Foods Inc. (General Foods)  
Metal Film, Inc.  
National Starch & Chemical Co.  
Novick Chemical Co. Inc  
Olin Corp./Phillip A. Hunt Corp.  
Owens-Illinois General, Inc.  
Pacquet Oneida, Inc. (Oneida Packaging)  
Pharmacia & Upjohn (Upjohn)  
Pyrolac Corporation  
Quality Chemicals, Inc.  
Reynolds Metal Co.  
Rheem Manufacturing Company  
Ridge Printing Co., Inc.  
SCM Corporation  
Schering Corporation  
Schweizerhall (Chemical Dynamics)  
Seton Company  
Sequa Corp. (Arrow Group Industries)  
Sherwin Williams Company  
The Southland Corporation  
Stauffer Chemical Co.  
Stimpson Company, Inc.



Syntex Beauty Care Inc.  
Tenax Finishing Products Co.  
Tenneco Polymers Inc. (Tenneco Chemicals Inc)  
Troy Chemical Corp.  
Uniroyal Chemical Company, Inc.  
United States Pipe & Foundry Company, Inc.  
W.R. Grace & Co.  
Westinghouse Electric Corp.  
Whittaker Corp.  
X Craft (Cellu-Craft)

**APPENDIX B****SCP Carlstadt De Minimis Waste Allocation**

Name of Respondent	Quantity (Gallons)	Waste Characterization
Akzo Nobel Chemicals, Inc. (Interstab Chemicals)	8,960	Waste Solvents
Alcoa (Aluminum Company of America)	21,200	Waste Solvents, Coolant Wastes
Amerace Corp. (The Penetone Co.)	2,662.5	Trichloroethylene
American National Can Co.	10,522.5	Waste Solvents, Mixed Solvents
American Flange and Manufacturing Co.	3,382.5	Oil Sludges and Oil, Emulsions
American Inks & Coatings Corp.	36,532	Junk Paint, Flammable Liquids, Dirty Wash Solvent, Mixed Solvents
Armco (U.S. Polymeric)	5,000	Mixed Solvents
Bowen Engineering, Inc. (Stork Bowen)	19,000	Paint and Pigment Residues
CanadianOxy Offshore Products Company (Cities Services Oil Co.)	2,300	Mixed Solvents
Capital Magnetics Products	24,858.5	Waste Slurry, Scrap Solvents
Conestoga Fuel, Inc.	4,000	Toluene
Converters Ink Co., Inc.	20,775	Liquid Waste Solvents, Waste Inks
CWM Chemical Services Inc. (Recycling Industries)	41,200	Waste Solvents
Duracell Inc. (Mallory Battery)	4,000	Mixed Solvents-Cleaning Agents
Environmental Waste Resources, Inc. (Environmental Waste Removal)	3,210	Chlorinated Residues, Ester, Alcohol, Ether, Ketone, Heavy Metal Residue, Organic and Heavy Metal Residue Mixture, Flammable Waste, Solvents
Ell Bee Chemical Co.	11,260	Mixed Isopropanol, Hexane and Water, Ester, Alcohol, Ether, Ketone and Glycol Residue

Engelhard Corp. Specialties	1,375	Solvent Mixtures
Esselte Pendaflex	4,000	Liquid Mixed Solvents
Faberge	520	Cosmetic Manufacturing Waste
Fairchild Semiconductor, Inc.	4,000	Waste Solvents, Industrial Wastes
Georgia Pacific Corp. (X-Cel)	9,500	Ethers, Ketones, Oil (Non PCB) and Plasticizer
Gilbert Spruance Co.	9,461	Paint and Pigment Residues, Mixed Solvents
GTE Operations Support Incorporated (GTE Sylvania)	41,105	Waste Solvents
IBM Corporation	9,722	Solvents
Inland Steel Container Company	13,436	Paint Sludge, Solvents
J.M. Huber Corporation	2,100	Mixture of Latex Residue, Oil and Oil Sludges, Emulsions, Paint and Pigment Residues
J. Josephson Inc.	16,340	Paint and Pigment Residues, Mixed Solvents
Kewanee Industries, Inc.	42,460.60	Waste Solvents, Inorganic Salts
Kraft Foods Inc. (General Foods)	48,294	Solvents
Metal Film, Inc.	2,310	MEK, Thinner
National Starch & Chemical Co.	40,000	Ethyl Acetate
Novick Chemical Co. Inc.	12,430	Spent Solvents, Waste Oil
Olin Corp./Phillip A. Hunt Corp.	23,345	Oil and Oil Sludges, Emulsions, Solvents
Owens-Illinois General, Inc.	1,380	Mixed Solvents
Pacquet Oneida Inc. (Oneida Packaging)	4,200	Paint and Pigment Residues
Pharmacia & Upjohn (Upjohn)	4,000	Aqueous Waste: 1% Sodium Cyanide
Pyrolac Corporation	41,000	Paint with Mixed Solvents
Quality Chemicals, Inc.	10,600	Mixed Solvents

Reynolds Metal Co.	12,400	Waste Oil and Water, Mixed Solvents, and Mixed Solvents and Oil
Rheem Manufacturing Company	21,780	Paint and Pigment Residues
Ridge Printing Co., Inc.	15,950	Mixed Solvents
SCM Corporation	4,100	Sludge
Schering Corporation	9,600	Spent Ethyl Acetate
Schweizerhall (Chemical Dynamics)	1,483	Mixed Solvents
Seton Company	4,400	Dirty Solvents: Toluene, Methyl Ethyl Ketone, Methyl Isobutyl Ketone
Sequa Corp. (Arrow Group Industries)	9,550	Waste Paint Thinner
Sherwin Williams Company	33,820	Paint and Pigment Residues
The Southland Corp.	2,500	Waste Solvents
Stauffer Chemical Co.	24,000	Weak Phosphoric Acid Slurry
Stimpson Company, Inc.	4,000	Sludge
Syntex Beauty Care Inc.	2,530	Mixed Solvents
Tenax Finishing Products Co.	21,388	Solvents
Tenneco Polymers Inc. (Tenneco Chemicals Inc)	14,250	Mixed Solvents, Dimethyl Formamide
Troy Chemical Corp.	4,500	Solvents
Uniroyal Chemical Company, Inc.	5,000	Chlorinated Hydrocarbon Waste
United States Pipe & Foundry Co., Inc.	5,000	Asphalt Cutback Waste
W.R. Grace & Co.	400	Off-Specification Sealing Products: Toluene, Hexane and/or Isoheptane
Westinghouse Electric Corp.	495	Ferric Chloride and Lacquer Thinner
Whittaker Corp Corp.	14,500	Waste Water Solvent Residues
X Craft (Cellu-Craft)	8,580	0.00
SCP Carlstadt Site total waste-in estimate: 25,186,510 gallons		

## APPENDIX C

### LIST OF PAYMENT BY EACH DE MINIMIS RESPONDENT FOR EPA PAST RESPONSE COSTS

Name of Respondent	Amount
Akzo Nobel Chemicals, Inc. (Interstab Chemicals)	\$11,325.44
Alcoa (Aluminum Company of America)	\$26,796.80
Amerace Corporation (The Penetone Co.)	\$3,365.40
American National Can Co.	\$13,300.44
American Flange & Manufacturing Co.	\$4,275.48
American Inks & Coatings Corp.	\$46,176.45
Armco (U.S. Polymeric)	\$6,320.00
Bowen Engineering, Inc. (Stork Bowen)	\$24,016.00
CanadianOxy Offshore Products Company (Cities Services Oil Co.)	\$2,907.20
Capital Magnetics Products	\$31,421.14
Conestoga Fuel, Inc.	\$5,056.00
Converters Ink Co., Inc.	\$26,259.60
CWM Chemical Services Inc. (Recycling Industries)	\$52,076.80
Duracell Inc. (Mallory Battery)	\$5,056.00
Environmental Waste Resources, Inc. (Environmental Waste Removal)	\$4,057.44
Ell Bee Chemical Co.	\$14,232.64
Engelhard Corp. Specialties	\$1,738.00
Esselte Pendaflex	\$5,056.00
Faberge	\$657.28
Fairchild Semiconductor, Inc.	\$5,056.00
Georgia Pacific Corp. (X-Cel)	\$12,008.00
Gilbert Spruance Co.	\$11,958.70
GTE Operations Support Incorporated (GTE Sylvania)	\$51,956.72

## APPENDIX C

### LIST OF PAYMENT BY EACH DE MINIMIS RESPONDENT FOR EPA PAST RESPONSE COSTS

IBM Corporation	\$12,288.61
Inland Steel Container Company	\$16,983.10
J.M. Huber Corporation	\$2,654.40
J. Josephson Inc.	\$20,653.76
Kewanee Industries, Inc.	\$53,670.70
Kraft Foods Inc. (General Foods)	\$61,043.62
Metal Film, Inc.	\$2,919.84
National Starch & Chemical Co.	\$50,560.00
Novick Chemical Co. Inc	\$15,711.52
Olin Corp./Phillip A. Hunt Corp.	\$29,508.08
Owens-Illinois General, Inc.	\$1,744.32
Pacquet Oneida Inc. (Oneida Packaging)	\$5,308.80
Pharmacia & Upjohn (Upjohn)	\$5,056.00
Pyrolac Corporation	\$51,824.00
Quality Chemicals, Inc.	\$13,398.40
Reynolds Metal Co.	\$15,673.60
Rheem Manufacturing Company	\$27,529.92
Ridge Printing Co., Inc.	\$20,160.80
SCM Corporation	\$5,182.40
Schering Corporation	\$12,134.40
Schweizerhall (Chemical Dynamics)	\$1,874.51
Seton Company	\$5,561.60
Sequa Corp. (Arrow Group Industries)	\$12,071.20
Sherwin Williams Company	\$42,748.48



## APPENDIX C

### LIST OF PAYMENT BY EACH DE MINIMIS RESPONDENT FOR EPA PAST RESPONSE COSTS

The Southland Corp.	\$3,160.00
Stauffer Chemical Co.	\$30,336.00
Stimpson	\$5,056.00
Syntex Beauty Care, Inc.	\$3,197.92
Tenax Finishing Products Co.	\$27,034.43
Tenneco Polymers Inc. (Tenneco Chemicals Inc)	\$18,012.00
Troy Chemical Corp.	\$5,688.00
Uniroyal Chemical Company, Inc.	\$6,320.00
United States Pipe & Foundry Company, Inc.	\$6,320.00
W.R. Grace & Co.	\$505.60
Westinghouse Electric Corp.	\$625.68
Whittaker Corp.	\$18,328.00
X Craft (Cellu-Craft)	\$10,845.12

## APPENDIX D

### LIST OF PAYMENT BY EACH DE MINIMIS RESPONDENT FOR FUTURE REMEDIAL ACTION COSTS

Name of Respondent	Amount
Akzo Nobel Chemicals (Interstab Chemicals)	\$45,301.76
Alcoa (Aluminum Company of America)	\$107,187.20
Amerace Corporation (The Penetone Company)	\$13,461.60
American National Can Co.	\$53,201.76
American Flange & Manufacturing Co.	\$17,101.92
American Inks & Coatings Corp.	\$184,705.79
Armco (U.S. Polymeric)	\$25,280.00
Bowen Engineering, Inc. (Stork Bowen)	\$96,064.00
CanadianOxy Offshore Products Company (Cities Services Oil Co.)	\$11,628.80
Capital Magnetics Products	\$125,684.58
Conestoga Fuel, Inc.	\$20,224.00
Converters Ink Co., Inc.	\$105,038.40
CWM Chemical Services Inc. (Recycling Industries)	\$208,307.20
Duracell Inc. (Mallory Battery)	\$20,224.00
Environmental Waste Resources, Inc. (Environmental Waste Removal)	Appendix E
Ell Bee Chemical Co.	\$56,930.56
Engelhard Corp. Specialties	\$6,952.00
Esselte Pendaflex	\$20,224.00
Faberge	\$2,629.12
Fairchild Semiconductor, Inc.	\$20,224.00
Georgia Pacific Corp. (X-Cel)	\$48,032.00

## APPENDIX D

### LIST OF PAYMENT BY EACH DE MINIMIS RESPONDENT FOR FUTURE REMEDIAL ACTION COSTS

Gilbert Spruance Co.	\$47,834.82
GTE Operations Support Incorporated (GTE Sylvania)	\$207,826.88
IBM Corporation	\$49,154.43
Inland Steel Container Company	\$67,932.42
J.M. Huber Corporation	\$10,617.60
J. Josephson Inc.	\$82,615.04
Kewanee Industries, Inc.	\$214,682.82
Kraft Foods Inc. (General Foods)	\$244,174.46
Metal Film, Inc.	\$11,679.36
National Starch & Chemical Co.	\$202,240.00
Novick Chemical Co., Inc.	Appendix E
Olin Corp./Phillip A. Hunt Corp.	\$118,032.32
Owens-Illinois General, Inc.	\$6,977.28
Pacquet Oneida (Oneida Packaging)	\$21,235.20
Pharmacia & Upjohn (Upjohn)	\$20,224.00
Pyrolac	\$207,296.00
Quality Chemicals, Inc.	\$53,593.60
Reynolds Metal Co.	\$62,694.40
Rheem Manufacturing Company	\$110,119.68
Ridge Printing Co., Inc.	\$80,643.20
SCM Corporation	\$20,729.60
Schering Corporation	\$48,537.60
Schweizerhall (Chemical Dynamics)	\$7,498.05
Seton Company	\$22,246.40

## APPENDIX D

### LIST OF PAYMENT BY EACH DE MINIMIS RESPONDENT FOR FUTURE REMEDIAL ACTION COSTS

Sequa Corp. (Arrow Group Industries)	\$48,284.80
Sherwin Williams Company	\$170,993.92
The Southland Corp.	\$12,640.00
Stauffer Chemical Co.	\$121,344.00
Stimpson Company, Inc.	\$20,224.00
Syntex Beauty Care, Inc.	\$12,791.68
Tenax Finishing Products Co.	\$108,137.73
Tenneco Polymers Inc. (Tenneco Chemicals Inc)	\$72,048.00
Troy Chemical Corp.	\$22,752.00
Uniroyal Chemical Company, Inc.	\$25,280.00
United States Pipe & Foundry Company, Inc.	\$25,280.00
W.R. Grace & Co.	\$2,022.40
Westinghouse Electric Corp.	\$2,502.72
Whittaker Corp.	\$73,312.00
X Craft (Cellu-Craft)	\$43,380.48

## APPENDIX E

### Structured Settlement Terms for Certain Respondents

Pursuant to Paragraph 45.c. of the Consent Order,<sup>1</sup> the following Respondents shall make payments on the schedules and in the amounts set out below:<sup>2</sup>

Environmental Waste Resources, Inc.: Environmental Waste Resources, Inc. (EWR) shall pay \$16,229.76 plus interest in four quarterly installments within one year and thirty (30) days of the effective date of the Consent Order, as follows: (1) within one hundred twenty (120) days of the effective date of the Consent Order, EWR shall make its first quarterly installment payment of \$4,057.44, plus interest accrued thereon; (2) within two hundred ten (210) days of the effective date of the Consent Order, EWR shall make its second quarterly installment payment of \$4,057.44, plus interest accrued thereon; (3) within three hundred (300) days of the effective date of the Consent Order, EWR shall make its third quarterly installment payment of \$4,057.44, plus interest accrued thereon; and (4) within three hundred ninety five (395) days of the effective date of the Consent Order, EWR shall make its fourth quarterly installment payment of \$4,057.44, plus interest accrued thereon. Interest on each installment shall begin to accrue on the thirtieth day after the effective date of the Consent Order and shall accrue on each installment until the date of payment of the installment. EWR shall make each installment payment required under this Appendix E to the Trustee appointed under the trust agreement established pursuant to Paragraph 45. of the Consent Order. EWR shall make such payments without need for a demand or bill.

Novick Chemical Co., Inc.: Novick Chemical Co., Inc. ("Novick") shall pay \$62,846.08 plus interest in four annual installments within four years and thirty (30) days of the effective date of the Consent Order, as follows: (1) within one year and thirty (30) days of the effective date of the Consent Order, Novick

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<sup>1</sup> These payments are in addition to the payment each of the above Respondents is required to make pursuant to Paragraph 44. and Appendix C of the Consent Order.

<sup>2</sup> In accordance with 42 U.S.C. § 9607(a), interest, for the purpose of this Appendix E, shall accrue at the rate specified for interest on investments of the Hazardous Substance Superfund established pursuant to Subchapter A of Chapter 98 of Title 26 of the Internal Revenue Code and shall be compounded on October 1 of each year. The Superfund interest rate changes once each year on October 1. The Fiscal Year 1997 (10-1-96 to 9-30-97) Superfund interest rate is 5.70 percent. The Superfund interest rate for subsequent fiscal years can be obtained from the EPA Region II SCP Carlstadt Site Attorney following the beginning of each applicable federal fiscal year.

shall make its first annual installment payment of \$15,711.52, plus interest accrued thereon; (2) within two years and thirty (30) days of the effective date of the Consent Order, Novick shall make its second annual installment payment of \$15,711.52, plus interest accrued thereon; (3) within three years and thirty (30) days of the effective date of the Consent Order, Novick shall make its third annual installment payment of \$15,711.52, plus interest accrued thereon, and (4) within four years and thirty (30) days of the effective date of the Consent Order, Novick shall make its fourth annual installment payment of \$15,711.52, plus interest accrued thereon. Interest on each installment shall begin to accrue on the thirtieth day after the effective date of the Consent Order and shall accrue on each installment until the date of payment of the installment. Unless and until the trust agreement established pursuant to Paragraph 45. of the Consent Order has been terminated, Novick shall make each installment payment required under this Appendix E to the Trustee appointed under the trust agreement established pursuant to Paragraph 45. of the Consent Order. If the trust agreement established pursuant to Paragraph 45. of the Consent Order has been terminated, Novick shall make any remaining installment payment(s) required under this Appendix E to (a) the Non De Minimis Cooperating PRPs,<sup>3</sup> if the Trust Fund monies referenced in Paragraph 45.d. of the Consent Order were distributed to the Non De Minimis Cooperating PRPs pursuant to Paragraph 45.d.1. of the Consent Order or (b) the EPA Hazardous Substance Superfund, if the Trust Fund monies referenced in Paragraph 45.d. of the Consent Order were distributed to the EPA Hazardous Substance Superfund pursuant to Paragraph 45.d.2. of the Consent Order.<sup>4</sup> Novick shall make such payments without need for a demand or bill.<sup>5</sup>

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<sup>3</sup> The term "Non De Minimis Cooperating PRPs" is defined in Paragraph 7.k. of the Consent Order.

<sup>4</sup> In the event that any such installment payment is made to the EPA Hazardous Substance Superfund, such amount shall be placed into a Special Account for the SCP Carlstadt Site.

<sup>5</sup> Prior to making each installment payment, Novick shall contact the EPA Region II SCP Carlstadt Site Attorney to ascertain whether the trust agreement has been terminated, and, if so, to whom and how the payment should be made.



IT IS SO AGREED AND ORDERED:

U.S. Environmental Protection Agency

By:

Will [Signature]  
JEANNE M. FOX  
Regional Administrator  
U.S. Environmental Protection Agency  
Region II

6/23/87  
Date